

ONE ORIGINAL AND **FIVE (5)** COPIES  
OF THIS BID MUST BE SUBMITTED

Bidder submitting this Bid should check the appropriate box.

This is: • **The Original**

This is: • **One of the Copies**

THIS IS A TWO SIDED BID



## Request for Proposal (RFP)

**City of Columbus, Ohio**

**Purchasing Office**  
**1<sup>st</sup> Floor, 50 West Gay Street**  
**Columbus, Ohio 43215**  
**614/645-8315**

SOLICITATION NO.: SA 000489

Coop Yes Ends Date

Years Left

PENETRATION TESTING AND VULNERABILITY ASSESSMENT

(Item)

TECHNOLOGY  
(Department)

(Division)

**Bid Opening Date and Time** (due date and time)

AUGUST 28, 2003 11:00AM LOCAL TIME

PRE-BID CONFERENCE AUGUST 12, 2003 2:00PM LOCAL TIME

**NOTE: FAILURE TO RETURN THIS BID PROPOSAL INTACT MAY BE CAUSE FOR REJECTION.**

**Bid Proposal Submitted By:**

**Company Name**

**Street Address**

**City**

**State**

**Zip**

**Federal I.D. No.**

**Contract Compliance No.**

**Contract Person**

**Phone No.**

**Fax No.**

**FAILURE TO RESPOND MAY RESULT IN YOUR NAME BEING REMOVED FROM BID LIST.**  
**RETURNING THIS PAGE ONLY MARKED "NO BID" COUNTS AS A RESPONSE.**

## LEGAL NOTICE

### PROFESSIONAL SERVICES Request For Proposal (RFP) Request for Statements of Qualifications (RFSQ)

Sealed proposals for the following item(s) will be received by the Purchasing Office at 50 West Gay Street, 1st Floor, Columbus, Ohio 43215, **until 11:00a.m. Local Time on AUGUST 28, 2003** and at that time will be publicly opened and read. Proposals received after the time of opening will be returned to the offeror unopened. The City will not be responsible for late mail or other deliveries.

Envelopes must be plainly marked: **TECHNOLOGY**

Comment: Type Division/Department Name

**PROPOSALS FOR PENETRATION TESTING AND VULNERABILITY ASSESSMENT, PROPOSAL NO. SA 000489** in accordance with specifications on file in the Purchasing Office.

Comment: Use drop down box or Insert SPECIAL NOTICES in this space, if applicable

### FOR COPIES OF ANY OF THE FOLLOWING BID PROPOSAL CALL (614)645-7599

Each proposal shall contain the full name and address of every person, firm or corporation interested in the same, and if a corporation, the name and address of the President and Secretary.

#### EQUAL OPPORTUNITY CLAUSE:

Each responsive bidder shall submit, with its bid, a contract compliance certification number or a completed application for certification. Compliance with the provisions of Article 1, Title 39, is a condition of the contract. Failure to comply with this Article may result in cancellation of the contract.

**WITHHOLDING OF INCOME TAX:** All bidders are advised that in order for a contract to bind the City, each contract must contain the provisions found in Section 361.34 C.C.C. with regard to income taxes due or payable to the City of Columbus for wages, salaries and commissions paid to the contractor's employees as well as requiring those contractors to ensure that subcontractors withhold in a like manner.

**DELINQUENT PERSONAL PROPERTY TAX:** All bidders are charged with notice of Section 5719.042 of the Ohio Revised Code and agree that if this contract is awarded to them, the successful bidder, prior to the time the contract is entered into, will submit to the City Auditor the affidavit required by said section of the Ohio Revised Code. Said affidavit, when filed with City Auditor, is thereby incorporated into and made a part of this contract and no payment shall be made with respect to this contract unless such statement has been so incorporated as a part thereof.

**LOCAL CREDIT:** For all contracts except professional service contracts: In determining the lowest bid for purpose of awarding a contract not exceeding \$20,000.00, a local bidder shall receive a credit equal to five percent (5%) of the lowest bid submitted by a non-local bidder. In determining the lowest bid for purposes of awarding a contract in excess of \$20,000.00, a local bidder shall receive a credit equal to one percent (1%) or \$20,000.00, whichever is less, of the lowest bid submitted by a non-local bidder. A local bidder is a person, corporation or business which (a) has listed its principal place of business as being located within the corporation limits of the City of Columbus or the County of Franklin in official documents filed with Secretary of State, State of Ohio, or a valid vendor's license which indicates its place of business is located within the corporation limits of the City of Columbus or County of Franklin.

**JOEL S. TAYLOR**  
Finance Director

cc: CITY CLERK(2)/FINANCE DIR./BUYER/FISCAL OFFICER/FILE

### CITY BULLETIN ADVERTISEMENT DATES

**JULY 26, 2003**  
**AUGUST 2, 2003**

Comment: Advertisement Dates

## CONTACTS FOR INFORMATION CONCERNING THIS BID PROPOSAL

Solicitation No.: SA 000489

Title: PENETRATION TESTING AND VULNERABILITY ASSESSMENT

Department/Division or Agency: TECHNOLOGY

Contact the following individuals on  
questions regarding:

	<u>NAME</u>	<u>PHONE NO.</u>
<b>Specifications:</b>	JAMES POWERS	614.645.0096
<b>Delivery:</b>	JAMES POWERS	614.645.0096
<b>Payment:</b>	CHRIS BURDEN	614.645.1608

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### Purchasing Office

	<u>NAME</u>	<u>PHONE NO.</u>
<b>Procurement Specialist:</b>	JACK A. YOST	(614)645-6542
<b>Expediter:</b>	TONY LOGIUDICE	(614)645-8315

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### Equal Business Opportunity Commission Office

For assistance with questions regarding **Contract Compliance**, telephone **(614)645-5448**.

Contact **Kaelyn Cocroft at (614)645-5449** for assistance from an Equal Business Opportunity Specialist.

## **EQUAL OPPORTUNITY CLAUSE**

- (1) The contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) It is the policy of the City of Columbus that business concerns owned and operated by minority and female persons shall have the maximum practical opportunity to participate in the performance of contracts awarded by the city.
- (4) The contractor shall permit access to any relevant and pertinent reports and documents by the Executive Director for the sole purpose of verifying compliance with this article, and with the regulations of the Equal Business Opportunity Commission Office. All such materials provided to the Executive Director by the contractor shall be considered confidential.
- (5) The contractor will not obstruct or hinder the Executive Director or her deputies, staff, and assistants in the fulfillment of their duties and responsibilities imposed by Article I, Title 39.
- (6) The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontract as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.
- (7) The contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a contractor not holding a valid contract compliance number as provided for in Article I, Title 39.
- (8) Failure or refusal of a contractor or subcontractor to comply with the provisions of Article I, Title 39, may result in the cancellation of this contract.

**ALL CONTRACTORS MUST HOLD A VALID CONTRACT COMPLIANCE  
CERTIFICATION NUMBER ISSUED BY THE EBOCO EXECUTIVE DIRECTOR.**

**For information regarding contract compliance or to receive an application, please contact the  
Equal Business Opportunity Commission Office at (614) 645-4764 or [EBOCO@cmhmetro.net](mailto:EBOCO@cmhmetro.net).**

*Applications are also available at the following locations:*

<http://eboco.ci.columbus.oh.us/>

Bid Opportunity Fax Line (614) 645-6996 (Option 4)

## **INFORMATION FOR OFFERORS (RFP)**

### **SPECIAL CONDITIONS**

Special conditions included in the specifications, if inconsistent with provisions included in "Information for Offerors (RFP)", shall take precedence over any provisions in "Information for Offerors (RFP)" to the extent inconsistent.

### **PERSONAL EXAMINATION**

Offerors are required to satisfy themselves by personal examination of the proposed contract documents and investigation of the conditions at the site of the work in order that they may be fully informed of the contract requirements, the conditions existing, and the difficulties likely to be encountered in the execution of the work.

### **SUBMISSION OF RESPONSE**

Responses must be submitted as specified in this RFP and enclosed in a sealed envelope marked as specified in the legal notice. If the potential offeror does not wish to respond, the RFP document should be so marked and returned. Offerors are invited to be present at the opening of the responses.

All proposals and other material submitted in response to this Request for Proposal (RFP) become the property of the City of Columbus. The City may choose to retain or return these materials to the offeror, at the offeror's expense.

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any bidder prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for incurring any cost or damage.

If at any time prior to the closing date the invited offeror decides not to provide a proposal, the City will appreciate that a letter to that effect be supplied to the City prior to the deadline.

### **ACCEPTANCE AND REJECTION**

This response submitted by the offeror to the City of Columbus will be accepted or rejected within a period of 180 days from due date. The City reserves the right to waive technicalities, and to cancel and renew the request on the required service. If more than one service, prices shall be quoted on the services requested. However, each service may be considered a separate offer and the City reserves the right to award a contract on each service separately or on all services as a whole or any combination thereof. Offerors whose proposal is made on an "All or None" basis must clearly state such fact in their written responses.

Each invitation for Bids, Request for Statements of Qualifications, and Request for Proposals issued by the City shall state that the Bid or Request may be cancelled and that any bid or proposal may be rejected in whole or in part when it is for good cause and in the best interests of the City.

### **WITHDRAWAL OF RESPONSE PROPOSALS**

Offerors may withdraw their responses at any time prior to the time specified in the advertisement as the closing time for the receipt of responses. However, no offeror shall withdraw or cancel a proposal for a period of 180 calendar days after said advertised closing time for the receipt of the proposals.

## **INFORMATION FOR OFFERORS (RFP)**

### **SIGNATURE REQUIRED**

The responses must be signed in ink. If the offeror is a firm or corporation, insert the corporate name followed by the signature of a person authorized to sign said response; if a partnership, indicate partnership name followed by the signature of one of the partners; if a sole proprietorship the signature of the owner is required. Where the person signing for a corporation is other than the president, an affidavit or a resolution of the Board of Directors showing the authority of that person to bind the corporation must be furnished.

### **DEFAULT PROVISION**

In case of default by the offeror or the contractor, the City of Columbus may procure the articles or services from other sources and hold the offeror or contractor responsible for any excess costs occasioned or incurred thereby.

### **CONTRACT AND BOND**

The offeror to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within ten days after receiving such contract for execution, and if specified in the legal notice, furnish a good and approved bond conditioned upon the faithful performance of the same. The proposal, contract, proposal bond, (if applicable), and performance bond (if applicable) shall be in the form herein specified.

If, at any time during the continuance of the Contract, any surety shall, in the opinion of the contracting agent of the City, become irresponsible, then said agent shall have the right to require additional and sufficient surety or sureties. The Contractor shall furnish the surety or sureties to the satisfaction of the said agent, within ten (10) days after notice. In default thereof the default provision herein shall apply.

### **LIABILITY, INSURANCE, LICENSES AND PERMITS**

Where offerors are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of contract award, the offeror will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The offeror shall be liable for any damages or loss to the City occasioned by negligence of the offeror (or his agent) or any person the offeror has designated in the completion of his contract as a result of his response.

Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

### **TAXES**

The City, being a municipality, is tax exempt and will provide appropriate artifact upon request. Federal and/or State Taxes are not to be included in prices quoted. The successful offeror will be furnished an exemption certificate if needed.

### **PRICING**

Offerors are to quote firm or fixed prices for the duration of any contract, which may be a result of the proposal unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the cost, the **UNIT PRICE** quoted will govern. In the event of a conflict between the price in numbers and the price in words, the price in words will control.

## **INFORMATION FOR OFFERORS (RFP)**

### **DELIVERY**

Time will be of the essence for any orders placed as a result of this response. Purchaser reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made within the time(s) specified. Delivery shall be made during normal working hours and to the destination shown on the proposal.

### **QUALITY**

Unless otherwise stated by the offeror, the proposal will be considered as being in strict accordance with the specifications outlined in this RFP document.

### **SAMPLES**

Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

### **CHANGES AND ADDENDA TO RFP DOCUMENTS**

Each change or addenda issued in relation to this document will be on file in the Office of the agency requesting responses no less than five (5) working days prior to the scheduled RFP due date. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of the RFP documents. Total RFP inquiry or specific item cancellations may be issued later than that time specified above.

### **REPUDIATION OF AGREEMENT**

The liability of the City for repudiation of any agreement which might result from this request shall be limited to the difference between the market price at the time and place for tender of the service and the unpaid sales price together with any incidental damages, but less expenses paid in consequence of the breach by the City. The liability of the city shall not be measured by the profits or overhead of seller.

### **CONTRACT MODIFICATION**

An agreement which may result from this request shall not be modified or altered by any subsequent course of performance between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.

### **DELINQUENT PERSONAL PROPERTY TAX**

All offerors are charged with notice of Section 5719.042 of the Ohio Revised Code and agree that if this contract is awarded to them, the successful offeror, prior to the time the contract is entered into, will submit to the City, as directed, the affidavit required by that section of the Ohio Revised Code. Said affidavit, when submitted to the City, is thereby incorporated into this Contract unless such statement has been so incorporated.

Section 5719.042 of the Ohio Revised Code: After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer, a statement affirmed under oath, that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case that statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicated that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the County Treasurer within thirty (30) days of the date it is submitted. A copy of the statement shall also be incorporated into the contract and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

### **APPLICABLE LAWS**



## **INFORMATION FOR OFFERORS (RFP)**

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

### **REMEDIES**

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

### **OFFERORS TERMS AND CONDITIONS**

Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful offeror shall be notified as to which terms and conditions, if any, have been deleted or changed.

### **PUBLIC RECORDS REQUESTS**

The City of Columbus, as a political subdivision of the State of Ohio, is subject to Ohio Revised Code Chapter 149, known as the Ohio Public Records Law. Consequently, the Offeror understands that ALL documents submitted in response to this RFP are considered public records and WILL be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law. If you contend that certain CLEARLY MARKED portions of your response constitute an exception to Ohio's public records law, you MUST submit your legal basis in support of that assertion with your response.

If a public records request is made for any portion of the documents that you have submitted and you have NOT clearly marked such documents as information constituting an exception to Ohio's public records law, your information will be released immediately.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, AND you have submitted the legal basis supporting such claim, the City will release a redacted version of your information to the requestor and notify you that a request was made and that a redacted version of your response was released. Should the requestor indicate that the redacted version is not sufficient for their purposes, you then will be IMMEDIATELY responsible for obtaining an order from a Court of competent jurisdiction in Franklin County, Ohio enjoining release of your clearly marked information constituting an exception to Ohio's public records law.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, but you have NOT submitted the legal basis supporting such claim, the City WILL RELEASE your information to the requestor and notify you that a request was made and that your response was released.

DO NOT mark your entire response/submittal as information constituting an exception to Ohio's public records law. If your entire response/submittal is so marked, the City of Columbus will not consider your offer.

## **INFORMATION FOR OFFERORS (RFP)**

### **COSTS INCURRED FOR PROPOSAL SUBMISSIONS**

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any offeror prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for incurring any cost or damage.

### **WITHDRAWAL OF PROPOSALS**

If at any time prior to the closing date the invited offeror decides not to provide a proposal, the City will appreciate that a letter to that effect be supplied to the City prior to the deadline.

### **CITY IS TAX EXEMPT**

The City, being a municipality, is tax exempt and will provide appropriate certification upon written request.

### **SAFETY REQUIREMENTS**

Successful vendor shall at all times while performing duties, adhere to all rules of their particular industry, with regard to mandates by the Environmental Protection Agency (EPA) and/or Occupational Safety and Health Administration (OSHA), and any other regulation applicable to the circumstance.

### **NON-COLLUSION AFFIDAVIT**

Each respondent is required to submit with his proposal an affidavit stating that neither he nor his agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the Contract herein referred to, and further agreeing that no such money or regard will be hereafter paid. This affidavit must be on the form required, titled "Non-Collusion Affidavit."

## **INFORMATION FOR OFFERORS (RFP)**

### **ADDITIONAL CONTRACT TERMS AND REQUIRED DOCUMENTS IN THE EVENT OF A CONTRACT**

**This section sets forth contract terms and the required contract documents that the successful offeror must execute following the award of the contract by the contracting authority.**

#### **PUBLICATIONS**

The Contractor agrees to submit to the City's Contract Administrator all advertising, sales promotion, and other publicity matters relating to this Contract wherein the City's name is mentioned or language used from which the connection of the City's name therewith may, in the City's judgment, be inferred or implied. The Contractor further agrees not to publish, or use such advertising, sales promotion, or publicity matter without the prior written consent of the City except that may be required under law.

#### **TERMINATION FOR CONVENIENCE**

The City upon thirty days written notice may terminate this agreement at its convenience. The party providing goods or services shall be entitled compensation for goods provided or services rendered under the terms of this contract up to the date of notification of termination.

#### **TERMINATION FOR DEFAULT**

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party shall give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be the sole discretion of the aggrieved party. If it determined for any reason the failure to perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

#### **APPLICABLE LAW, REMEDIES**

This agreement shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio. The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

#### **ASSIGNMENT**

This agreement may not be assigned or otherwise transferred to others by the contractor without the prior written consent of the City.

#### **SAVE HARMLESS**

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees resulting from claim, by third parties for any or all injuries to persons or damage to property arising from the acts or omissions of the Contractor, its officers, employees, agents, or Subcontractors in providing goods or services under the terms and conditions of this contract.

## **INFORMATION FOR OFFERORS (RFP)**

### **SAVE HARMLESS DISCLOSURE OF PROPRIETARY INFORMATION**

The Contractor agrees to indemnify and hold harmless the City of Columbus, Ohio and their respective officials, employees and other agents and representatives, against loss, claim, liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys fees to the extent permitted; by law, which may be incurred in connection with, or in any manner of any damage or loss arising from disclosure of proprietary information.

### **PROPRIETARY INFORMATION INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the City of Columbus, Ohio and their respective officials, employees and other agents and representatives, against loss, claim, liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys fees to the extent permitted; by law, which may be incurred in connection with, or in any manner of any damage or loss arising from disclosure of proprietary information.

### **CONFIDENTIAL INFORMATION**

The director of the agency requesting proposals may choose to keep RFP information in confidence during the evaluation process and until the time a contract is executed. This information may include all proposal documentation, notes, including detailed prices, references, resumes, technical and cost information, etc. Thereafter, proposals and all submissions will become public information, as the City is subject to R.C. 149.43, the Public Records Act.

### **CONTRACTOR'S PROPRIETARY INFORMATION**

Contractor acknowledges that the City is subject to chapter R.C.149.43, the State of Ohio Public Records Law. The City agrees to keep any information confidential except as otherwise required to be disclosed by law including but not limited to the contract.

### **INDEPENDENT CONTRACTOR STATUS**

The Contractor shall perform its duties as an independent contractor and not as an employee. Neither the contractor nor any agent or employee of the contractor shall be or shall be deemed to be an agent or employee of the City of Columbus. The Contractor shall pay when due all required employment taxes and income tax on any monies paid pursuant to the contract. Contractor shall acknowledge that the contractor and its employees are not entitled to unemployment insurance benefits unless the contractor or a third party provides such coverage and that the City does not apply for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth in the contract. Contractor shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the contractor, its employees and agents.

## **INFORMATION FOR OFFERORS (RFP)**

### **PROTECTION OF CITY'S CONFIDENTIAL INFORMATION**

The contractor shall acknowledge that some of the material and information which may come into its possession or knowledge in connection with the contract or its performance, may consist of confidential information, the disclosure of which to, or use by, third parties could be damaging. Therefore, access to information concerning individual recipients of the City's services to individual clients, among other items, shall not be granted except as authorized by law or agency rule. The contractor shall agree to hold all such information in strictest confidence, not to make use thereof for other than the performance of the contract, to release it only to authorized employees or subcontractors requiring such information, and not to release or disclose it to any other party. The contractor shall agree to release such information or material only to subcontractors who have signed a written agreement expressly prohibiting disclosure. The contractor shall further agree to either destroy or return all such information at the end of the term of the contract.

This section does not impose any obligation on the contractor if the information is: (1) publicly known at the time of disclosure; (2) already known to the receiving party at the time it is furnished to the contractor; (3) furnished by the City to others without restrictions on its use or disclosure; or (4) independently developed by the receiving party without use of the proprietary information.

### **WITHHOLDING OF CITY INCOME TAX**

Pursuant to Section 361.34 Columbus City Codes, 1959: "Said Contractor hereby further agrees to withhold all City income tax assessment due or payable under the provisions of Chapter 361, Columbus City Codes for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income tax assessments due under said chapters for services performed under this Contract."

### **WORKER'S COMPENSATION INSURANCE**

The contractor shall take out and maintain, during the life of the contract, adequate worker's compensation insurance for all his employees employed at the site of the project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for the latter's employees, unless such employees are covered by the protection afforded by the contractor. The contractor shall furnish three (3) copies of the worker's compensation certificate showing that the contractor has paid his industrial insurance premium.

### **SIGNATURE AFFIDAVIT**

To be completed if contractor is a corporation.

### **DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT (SEE Page 3B)**

Rev. 09/25/02

## INFORMATION FOR OFFERORS (RFP)

### PUBLIC LIABILITY INSURANCE

The contractor shall take out and maintain during the life of the contract, such public liability (bodily injury and property damage) Insurance as shall protect him from claims from damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by himself or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance policy shall include the City as named insured. The contractor shall maintain coverage of the types and in the amounts specified below. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance. A contractor's "umbrella" type policy with limits specified below may be submitted for this requirement with the City as named insured.

The amount of such insurance shall be as follows:

#### Bodily Injury Liability:

Each Person	\$ 500,000.00
Each Accident	1,000,000.00

#### Property Damage Liability:

Each Person	\$ 500,000.00
All Accidents	1,000,000.00

Such insurance shall remain in full force and effect during the life of the contract.

Insurance may not be changed or cancelled unless the insured notifies the City in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the contractor is responsible for the part sublet being adequately covered by insurance hereinabove described.

Contractor assumes all risk of loss and damage to the equipment provided unless loss or damage occurs at the time the operator and equipment are being operated for the purpose designated by the City and such loss or damages is caused by an act of the City or its employee which constitutes gross negligence or wanton misconduct.

TECHNICAL BID SPECIFICATIONS  
PENETRATION TESTING AND VULNERABILITY ASSESSMENT  
DEPARTMENT OF TECHNOLOGY

1. Scope and Classification

1.1. Scope – In compliance with Columbus Procurement Code 329.14 Awarding professional service contracts through requests for proposals, the City of Columbus Department of Technology (DoT) intends to select a Contractor<sup>1</sup> with extensive expertise in Information Technology (IT) vulnerability analysis, assessment, and testing. The selected contractor will identify and investigate various network, host, policy, and process vulnerabilities that pose a risk to the City's information technology infrastructure and environment. The successful firm must have a local presence to provide office space and basic equipment resources required to conduct Penetration Testing and a Comprehensive Security Audit. All services are to be completed within 90 days of contract award.

1.1.1. Purpose

- 1.1.1.1. Identify vulnerabilities at all layers of its enterprise OSI model.
- 1.1.1.2. Eliminate all identified weaknesses, enhance all known strengths, and improve citywide security posture such that the City may obtain certification of its IT environment by a recognized accredited institution.

1.1.2. Background – The City of Columbus, Ohio 's IT environment primarily consists of a metropolitan area network (MetroNet), approximately 25 UNIX servers, nearly 200 Windows servers, their operating systems (HP-UX and Windows NT4/2000 Server, respectively), DBMS's (Oracle, MS SQL, etc.), back-end applications (including standalone with front-end emulators, client/server, and Web-based), corporate Exchange 5.5/Outlook 200x email with multiple servers, a Help Desk with 2<sup>nd</sup> level support staffs, and approximately 4000 Windows/Intel PCs connected to the mostly fully routed (internally) MetroNet.

1.1.3. Objectives:

- 1.1.3.1. To identify all the weaknesses and vulnerabilities in our citywide IT environment of "people, processes, and technology assets".
- 1.1.3.2. To identify all the strengths of the City's IT environment and leverage them to the maximum benefit of the City.
- 1.1.3.3. To articulate and document the specific remediation requirements for the aforementioned in 1.1.3.1.
- 1.1.3.4. To articulate and document the most advantageous (economical, maximum ROI, etc.) method for leveraging the strengths identified in 1.1.3.2.

1.1.4. Anticipated Benefits

- 1.1.4.1. Achieving the best cyber security defense posture.
- 1.1.4.2. Achieving Improved Information Assurance.
- 1.1.4.3. Having the best possible defense against unauthorized intrusion, denial-of-service, and other attacks.
- 1.1.4.4. Preventing unauthorized access to any elements of the City's corporate IT environment (layers of the "Corporate Model").

1.2. Classifications – Identify and investigate various network, host, policy, and process vulnerabilities that pose a risk to the City's information technology infrastructure and environment:

1.2.1. Penetration Testing

- 1.2.1.1. Intrusion Exercises
- 1.2.1.2. Social Engineering Exercises
- 1.2.1.3. Recommend Immediate Protective Measures
- 1.2.1.4. Document Findings

1.2.2. Comprehensive Vulnerability Assessment

- 1.2.2.1. Identify Assets
- 1.2.2.2. Identify Threats
- 1.2.2.3. Identify Vulnerabilities
- 1.2.2.4. Perform Risk Analysis
- 1.2.2.5. Suggest Information Assurance Policies
- 1.2.2.6. Recommend Protective Measures and Processes

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<sup>1</sup> See glossary, Section 6.2

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1.2.2.7. Document Findings and Recommendations

2. Applicable Standards, Publications, and Codes –

2.1. Standards – no applicable standards

2.2. Publications – the following list is not to be considered authoritative

2.2.1. Penetration Testing – no publications.

2.2.2. Comprehensive Vulnerability Assessment

2.2.2.1. Identify Assets – no applicable standards, publications or codes.

2.2.2.2. Identify Threats

2.2.2.2.1. SANS/FBI Top 20 List – Version 3.21 (October 17, 2002) or current at time of project start.

2.2.2.3. Identify Vulnerabilities

2.2.2.3.1. “CERT/CC Overview Incident and Vulnerability Trends”, CERT Coordination Center, Carnegie Mellon University (April 2002).

2.2.2.4. Perform Risk Analysis

2.2.2.4.1. “Cyber Protests: The Threat to the U.S. Information Infrastructure”, National Infrastructure Protection Center (October 2001).

2.2.2.4.2. “Risk Management: An Essential Guide to Protecting Critical Assets”, National Infrastructure Protection Center (November 2002).

2.2.2.5. Suggest Information Assurance Policies – no applicable publications.

2.2.2.6. Recommend Protective Measures and Processes –

2.2.2.6.1. *Guidelines for the Security Certification and Accreditation of Federal Information Technology Systems*, NIST Special Publication 800-37 (October 2002)

2.2.2.7. Document Findings and Recommendations – no applicable publications besides this document.

2.3. Applicable Codes – No applicable codes.

3. Requirements

3.1. General – The contractor will perform a security evaluation of the City’s IT infrastructure, document the procedures used and findings made, and suggest remediation, policy, and process improvements.

3.1.1. Project Phases

3.1.1.1. Phase I – The contractor will perform and report on external penetration testing.

3.1.1.2. Phase II – The contractor will perform and report on internal penetration testing.

3.1.1.3. Phase III – The contractor will perform a comprehensive vulnerability assessment using the results of penetration testing and, in conjunction with City personnel, authorized access to systems and devices.

3.1.1.4. Phase IV – The contractor will compile and deliver a comprehensive report on all findings and recommendations.

3.1.2. Special Considerations

3.1.2.1. All data, screen captures, and documentation will become the property of the City of Columbus.

3.1.2.2. The contractor agrees that no information will be disclosed to third parties or published in case studies, advertisements, white papers, customer testimonials, etc. without the written consent of the Director of the Department of Technology.

3.1.2.3. If found, evidence of intrusion that predates the start of the project will be reported immediately to DoT’s Office of Security and Information Assurance.

3.1.2.4. The contractor will not use techniques that will intentionally cause loss of data or denial of service. Where techniques that may cause denial of service are deemed necessary for the completion of testing, the contractor will work with designated City employees and, where appropriate, third party vendors to assure minimum disruption to critical City IT services. Authorization for the specific disruption must be gained in advance of the disruption from the Department of Technology’s Director’s Office or its designee.



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- 3.2. Penetration Testing – The contractor will employ industry standard methodology and tools in order to determine vulnerabilities, perform risk analysis, and identify possible threats for intrusion and unauthorized use. The penetration testing will be conducted both externally and internally to assess the vulnerability of all devices connected to the City’s metropolitan area network. The external testing will include remotely hosted Internet servers located at the City’s Internet Service Provider. Networking components will include firewalls, routers, switches, hubs, concentrators, wireless access points, modems, and any other relevant networking devices.
- 3.2.1. Intrusion – Unless otherwise noted, the following guidelines apply to both internal and external penetration testing.
- 3.2.1.1. Methodology – The contractor will use the methodology commonly used by security professionals in initial penetration testing. This methodology will include, but is not limited to, the following:
- 3.2.1.1.1. Discovery – The contractor will attempt to map the City’s IT infrastructure as accurately as possible with minimum input from City IT personnel.
  - 3.2.1.1.2. Scan – Target systems identified in the Discovery phase are assessed and listening services are identified on each.
  - 3.2.1.1.3. Modem Scan – A scan for unauthorized modems will be performed (only performed during external testing).
  - 3.2.1.1.4. Enumerate and Rediscover – Using the information obtained from the previous steps, the contractor will identify the types of hardware, operating systems, and applications used in the City’s IT infrastructure. User accounts, resource shares, vulnerable Web platforms, and process endpoints are identified. Known vulnerabilities associated with the systems are to be cataloged and evaluated for probability of successful intrusion. (This is primarily an internal penetration testing activity, but *any* information that can be obtained externally should be reported.)
  - 3.2.1.1.5. Gain Access – The contractor will attempt to gain access to the target systems.
    - 3.2.1.1.5.1. Escalate Privilege – Upon successful access to vulnerable systems, the contractor will attempt to gain full administrative control of the system or device.
  - 3.2.1.1.6. Evaluate Possibility of Malicious Activity – The contractor will analyze the probability of malicious attackers compromising system integrity, confidentiality, and availability.
  - 3.2.1.1.7. Tools – The contractor will supply and use accepted, industry standard security and vulnerability assessment tools, which may include those employed by “hackers”. The contractor will not install hacker tools on City IT systems unless required to demonstrate a system vulnerability.
  - 3.2.1.1.8. Identify Terrorist Potential – The contractor will attempt to identify IT systems and devices that may be the preferred targets of domestic “hacktivists” or international terrorists.
- 3.2.1.2. Social Engineering – The contractor will test security policy, training, and awareness by conducting social engineering exercises on City IT personnel and/or employees of third party service providers. The contractor will determine targets in conjunction with Department of Technology management and security personnel. The data collected will be used by the contractor to assist the Department of Technology in formulating and refining security policy and training requirements.
- 3.2.1.3. Recommendation of Immediate Protective Measures – Based on the results of the exercises and risk analysis, protective measures will be recommended as required. The immediate measures will include the remediation of vulnerabilities that have a high probability of exploit and those associated with prohibitive cost in terms of system integrity, confidentiality, and availability. Such severe vulnerabilities should be reported to DoT’s Office of Security and Information Assurance immediately upon their discovery.
- 3.2.1.4. Documentation – The contractor will provide two preliminary reports listing all methodologies, findings, tools used, and remediation deployed related to all tested IT systems during penetration testing. The first will document external penetration testing, the second, internal penetration testing.
- 3.3. Comprehensive Vulnerability Assessment – The contractor will perform a complete vulnerability assessment of the City’s IT infrastructure and host systems. All critical IT assets and their associated risks will be identified. Vulnerabilities will be identified according to each type of system. A full risk analysis is then conducted. Policies and protective measures are then developed and recommended.
- 3.3.1. Identify Assets – The contractor will determine the role of IT resources required for the uninterrupted flow of the City’s core business processes. These resources include, but are not limited to, the following items: servers, workstations, laptops, palmtops, software, data stores, printers, network devices, modems, and wireless access points.
- 3.3.2. Identify Threats – The contractor will perform an analysis of the network, its systems, intended use and environment to determine possible threats against the network from both inside and out.

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- 3.3.3. Identify Vulnerabilities – The contractor will perform an analysis and scan of the network to determine vulnerabilities inherent in the physical security, authentication, network architecture, operating systems, databases, and applications. The identified vulnerabilities will be rated according to severity, type, and probability of exploitation.
- 3.3.4. Perform Risk Analysis – The contractor will perform a risk analysis to determine the probability of any vulnerability to be exploited from any threat and what damage in terms of cost, integrity, confidentiality, and availability may occur.
- 3.3.5. Suggest Information Assurance Policies – The contractor will prepare a security policy that addresses standards of operation, acceptable use, procedures, backup, disaster recovery, and failure contingencies.
- 3.3.6. Recommend Protective Measures and Processes – Protective measures will be recommended. These measures will be based upon the data collected, cost/benefit analysis, and IT security best practices and will include a security certification and accreditation process such as that described in section 2.2 of Applicable Publications (see NIST 800–37).
- 3.3.7. Documentation of Findings and Recommendations – The contractor will provide a full report listing all findings and recommendations as outlined in 3.3.1-3.3.6, and integrating the following special topics:
  - 3.3.7.1. How vulnerable are the “transport” facilities (OSI data-link, network, and transport layers) of the City’s MetroNet with all remote access devices, interfaces with other networks such as those operated by the City’s Division of Police, Municipal Courts, the Internet, etc.
  - 3.3.7.2. How vulnerable is the physical aspect of the City’s entire network and systems infrastructure (OSI physical layer) consisting of fiber–optic cable runs, ATM and EtherNet switches, routers/hubs, firewalls, physical server hardware, miscellaneous cabling for the interconnection of systems, etc.
  - 3.3.7.3. How vulnerable are the connected host servers’ operating systems to unauthorized users’ gaining access to the City’s MetroNet attached servers.
  - 3.3.7.4. How vulnerable are the DBMS’s to “injection attacks”, simple penetration to internal databases and tables, etc. to hackers that have penetrated the O/S layer or the above applications layer, etc.
  - 3.3.7.5. How vulnerable are the back–end server applications to intrusion and penetration by unauthorized personnel, hackers, etc.
  - 3.3.7.6. How vulnerable Web systems are to defacement and denial of service.
  - 3.3.7.7. How auditing, monitoring, and logging can be implemented, expanded, or enhanced to aid in the detection of potentially malicious activity on all devices and hosts.
  - 3.3.7.8. How proactive monitoring, such as the implementation of so-called honeynets, can be used identify attackers, their country of origin, and possible intent before any damage can be done.
  - 3.3.7.9. How an internal security certification and accreditation process, such as outlined in NIST 800-37, can strengthen the City’s IT security posture.
  - 3.3.7.10. How security training and awareness should be implemented and what personnel groups (system administrators, Help Desk analysts, upper management, etc.) should be targeted.
  - 3.3.7.11. How the contractor’s recommendations will improve the effective security of the City’s IT infrastructure and reduce the probability of intrusion.

4. Sampling, Inspection, and Test Procedures

- 4.1. Penetration Testing – The contractor will be judged on his ability to follow the guidelines in Requirements sections 3.1 and 3.2 of this RFP and the completeness of the required reports. In addition:
  - 4.1.1. Access will be verified by log entries, where available. When requested, the consultant will be prepared to submit screen captures of identifiable systems, or a project log including date and time of attempted access, regardless of whether the attempt was successful or not.
  - 4.1.2. Privilege Escalation will be identified by the presence, contents, or hash value of a pre-arranged file indicating the consultant has breached the system.
  - 4.1.3. Social Engineering will be judged by the consultant’s use of ordinary user requests. Explicitly or implicitly identifying oneself as a “security consultant” during any phase of penetration testing is unacceptable.
  - 4.1.4. Scanning – The contractor will demonstrate the general ability to classify assets with minimum prior knowledge of the environment.

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4.2. Comprehensive Vulnerability Assessment Measures – The contractor will be judged on his ability to follow the guidelines in Requirements sections 3.1 and 3.3 of this RFP and the completeness of the required reports.

5. Packaging and Delivery – Not Applicable

6. Notes

6.1. Proposal responses shall be reviewed, judged, scored, and ranked by a three-person evaluation committee comprised of security, communications, and network managers.

6.2. Contract award shall be accomplished in compliance with City Code 329.14 Awarding Professional Service Contracts through Requests For Proposals.

6.3. GLOSSARY OF TERMINOLOGY

6.3.1. Checkpoint – A pre-scheduled point in the project work plan at which the contractor temporarily stops project progress to obtain written City approval of work accomplished.

6.3.2. City – City of Columbus Ohio, unless expressly stated otherwise.

6.3.3. Deliverable – A pre-defined, tangible item or intangible benefit, outcome, or result prepared or accomplished by the contractor to hand over and leave for the City.

6.3.4. DoT – City of Columbus Ohio, Department of Technology.

6.3.5. Local presence – An office housing a local work force within the Central Ohio area, including Franklin or a bordering County.

6.3.6. Milestone – A checkpoint that has a payment obligation attached.

6.3.7. Offeror – A company that chooses to respond to the city's RFP to offer labor and material as specified in Contract Documents.

6.3.8. RFP – Request for Proposal; the term may be used not only in the context of the City's original RFP document, but also in the context of the Offeror's written proposal response.

6.4. INSTRUCTIONS FOR ORGANIZATION OF PROPOSAL RESPONSE

Failure to follow the response format guidelines may be grounds for rejection.

6.4.1. All proposals must be prepared in the following prescribed format.

6.4.1.1. Response Arrangement:

6.4.1.1.1. The Response must consist of one (1) original and, five (5), copies.

6.4.1.1.2. The Original shall be clipped, not bound.

6.4.1.1.3. The copies shall be bound in three (3) ring binders, nominal 8 ½" X 11" submittals. Larger sheet sizes can be included, but must be folded to fit an 8 ½" X 11" submittal size.

6.4.1.2. A dated letter of transmittal on the Offeror's letterhead must be in each submittal and include, but not be limited to, the following information:

6.4.1.2.1. The signature of a person authorized to legally bind the Offeror to the extent of a potential contract agreement with the City.

6.4.1.2.2. Identification of all material enclosures submitted in response to the RFP.

6.4.1.2.3. The name, e-mail address, street address, and telephone number of the individuals to which inquiries relating to this RFP should be directed.

6.4.1.3. Submission

6.4.1.3.1. The package must be submitted no later than the date and time specified on the RFP cover-page.

6.4.1.3.2. Submit Response to:

City of Columbus, Purchasing Office  
50 West Gay Street, Columbus, OH 43215

6.4.1.4. The name, e-mail address, street address, telephone number, and fax number of three (3) Professional Reference(s) involving projects of a similar scope, complexity, and cost.

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- 6.4.1.5. Project schedule shall be submitted with proposal response. Schedule shall begin when a notice to proceed and purchase order is issued.
- 6.4.1.6. Contractor shall furnish with offer any and all sub contractors that will be used on this project. The City of Columbus may disqualify offeror if sub contractor does not meet qualifications.
- 6.4.1.7. Contractor shall furnish with offer a complete bill of material.
- 6.4.1.8. Contractor shall furnish with offer an AIA payment schedule to be utilized during project. Payment schedule shall be negotiated after contract awarded.
- 6.4.1.9. Contractor shall be selected for this project based on the Criteria and Measures evaluation form shown in part 6.6 of this section and other requirements of this section. Contractor shall specifically provide the information necessary to assist the city in conducting its evaluation based on each associated measure. Contractor shall provide the following information:
- 6.4.2. With the proposal, offerors must submit in separate sealed envelope(s), ***one set of outside -audited financial reports for the most recent two years***, or provide some other proof of the offeror's fiscal solvency. If solvency is not demonstrated to the City's complete satisfaction the City may at its option require a performance bond for up to 100% of the proposed contract value.
- 6.4.3. All materials must be submitted in one (1) sealed envelope or package, clearly indicating the name of the Offeror organization on its outside. Failure to submit the minimum number copies by the required time and date may result in disqualification, at City's sole discretion. The City is not responsible for any late mail or special service deliveries.
- 6.4.4. Until the submission deadline, errors in offers may be corrected by a request in writing to withdraw the offer and by submission of another set of offers with the mistake corrected. Corrections will not be accepted once the deadline for submission has passed.
- 6.4.5. The content and sequence of the RFP must be as follows:

SECTION	TITLE
---------	-------

- |    |  |
|----|--|
| 1. | Transmittal Letter   |
| 2. | Table of Contents  |
| 3. | Complete un-revised, original copy of the RFP                          |
| 4. | Offer to the City  |
| a. | RFP response (per section 6.4)   |
| b. | Forms required by Equal Business Opportunity Commission Office (EBOCO) |
| c. | Other forms, if any  |
| 5. | Proof of Current Insurance coverage                                    |
| 6. | Applicable Licenses  |
| 7. | Reference Verifications as described in Paragraph 6.4.1.4              |
| 8. | All Sections must be tabbed and defined in the table of contents.      |

6.5. Pre-bid Conference

- 6.5.1. The Conference is being held at the date and time listed on the bid cover page. The web site address for posing questions is <http://www.columbus.gov/pen-testing/index.htm>.
- 6.5.2. The Conference will be located at 757 Carolyn Ave., Columbus, Ohio, 43224.
- 6.5.2.1. The main entrance and parking are on the South side of the building.
- 6.5.2.2. The pre-bid conference will be held in the HEARING ROOM.
- 6.5.2.3. Directions to the HEARING ROOM will be posted at the main entrance to the building. (Because of space limitations, please limit the number of company representative to two.)
- 6.5.3. This project is critical to the City of Columbus' security initiative. Therefore the Pre-bid Conference is a "critical component" of this proposal. Attendance at this meeting "will be considered" in the final award of the resulting contract.
- 6.5.4. The pre-bid offer conference will include a detailed explanation of this project.
- 6.5.5. It is extremely important that all offerors are aware of and understand the complexity of this project.
- 6.5.6. The following Criteria and Measures form explains how the offerors are to be evaluated:

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Criterion (Shaded) & Measures (Un-shaded)	Rating		Weight	Score
<b>1. Competence</b> – the competence of the offeror to perform the required services as indicated by the technical training, education, and experience of the offeror's personnel who would be assigned to perform the work.	(0-5)		20%	Section Score _____
Relevant degrees and certificates of any personnel to be assigned by the offeror to this project.	_____	X	1.5 =	
Work experience of any personnel to be assigned by the offeror to this project, in coordinating similar projects	_____	X	1.5 =	
Individual personnel's experience in any specific, quantifiable skill areas necessary to successfully complete any deliverables defined in the RFP.	_____	X	1 =	
<b>2. Quality and Feasibility</b> – the quality and feasibility of the offeror's proposal.	(0-5)		25%	Section Score _____
The degree to which the proposal accomplishes the purpose, objectives, and requirements of the City's needs as defined in this RFP.	_____	X	1.5 =	
Practicality of the proposed methodology, technical approach, as demonstrated by a high degree of reliability and/or accuracy in successful completion of project work. (Their past projects, as described in written responses and their oral presentation)	_____	X	1.5 =	
Realistic possibility of successfully using proposed methods as demonstrated by other projects of similar size, scope, and complexity. (Applicability/transferability to our projects)	_____	X	1 =	
The demonstrated ability to acquire well qualified people.	_____	X	1 =	
<b>3. Ability</b> – ability of the offeror to perform the required services competently and expeditiously as indicated by the offeror's workload and the availability of necessary personnel, equipment, and facilities.	(0-5)		20%	Section Score _____
Contractor's current workload & impact it has on ability to service the City.	_____	X	1 =	
Number and type of similar projects your firm is currently involved with and a description of the current status of these arrangements.	_____	X	1 =	
Individual and corporate ability to adopt and adapt to evolving and emerging technology	_____	X	1 =	
Ability to staff this project with continuity.	_____	X	1 =	
<b>4. Past Performance</b> – past performance of the offeror as reflected by the evaluations of the Information Services Division, other City agencies and other previous clients of the offeror with respect to such factors as quality of work, success in controlling costs, and success in meeting deadlines.	(0-5)		20%	Section Score _____
Provided contact name, address, phone number and fax number for each reference.	_____	X	1 =	
Overall rating of past reference with respect to such factors as quality of work, success in controlling costs, and success in meeting deadlines, maintaining costs, ability to adapt to technology, overall project success, etc.	_____	X	2 =	

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Criterion (Shaded) & Measures (Un-shaded)	Rating		Weight		Score
Overall similarity and applicability of work performed for references.	_____	X	1	=	
<b>5. Pricing Structure</b> – the cost or pricing structure of the offeror's proposal	(0-5)		15%		Section Score _____
The manner in which the proposal, in the evaluator's professional opinion, provides a profitable, beneficial, and valuable return-on-investment for the City of Columbus and its citizens.	_____	X	3	=	
			<b>Total Score</b>	=	_____
Financial solvency (Financial Reports for the most recent two fiscal years). <b>This Section For Financial Analyst Use Only.</b> <i>Failure To Demonstrate Financial Solvency As Determined By The Financial Analyst Will Result In Rejection Of The Offeror's Entire Proposal.</i>	<b>Circle one</b>  Pass or Fail				

# PROPOSAL

To the Finance Director of the City of Columbus, Ohio:

We (I) propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

Prices are to be quoted F.O.B.:

Delivery: \_\_\_\_\_ calendar day(s) after receipt of order.

Terms: \_\_\_\_\_

Company Name or Bidder's Name: \_\_\_\_\_

Business Address of Bidder: \_\_\_\_\_

\_\_\_\_\_

The full name and residence of all persons and parties interested in the foregoing bid are: (If a corporation, give the name and address of the president and secretary; if firm or partnership, the names and address of the members or partners.)

Name

Address

_____	_____
_____	_____
_____	_____
_____	_____

Authorized Signature X \_\_\_\_\_ Title: X \_\_\_\_\_

(SIGNATURE MUST IN WRITING IN OTHER THAN BLACK INK)

(TITLE MUST BE GIVEN)

**Signature Affidavit**

*(To be filled in and executed if the contractor is a corporation.)*

County of \_\_\_\_\_

State of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that he/she is  
(Name of Affiant)\*

Secretary of \_\_\_\_\_

A corporation organized and existing under and by virtue of the laws of the

State of \_\_\_\_\_ and having its principle office at

\_\_\_\_\_  
(Number and Street)

\_\_\_\_\_  
(City/State)

\_\_\_\_\_  
(Zip Code)

Affiant further says that he/she is familiar with the records, minute books and

by-laws of \_\_\_\_\_ affiant further says

That \_\_\_\_\_ is \_\_\_\_\_  
(Name of person signing proposal/contract) (Title)

Of the corporation, is duly authorized to sign the contract for \_\_\_\_\_

\_\_\_\_\_, for said corporation by virtue of

\_\_\_\_\_  
**(State whether a provision of by-laws or a resolution of the Board of Directors.  
If by resolution, give date of adoption.)**

\_\_\_\_\_  
Signature of Affiant\*

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_  
(County)

\_\_\_\_\_  
(State)

\*Affiant must be someone other than the signer of proposal/contract.